General Accident Insurance II

Policy Terms L-13

This document is an AI translation of the official Icelandic text. In the event of any discrepancy between the translation and the original Icelandic version, the Icelandic version shall take precedence.

Definitions

The company: The party who, by contract, undertakes to provide insurance — here Vörður líftryggingar hf.

Policyholder: The person who enters into an individual contract with the company for the insurance.

Insured: The individual to whom the insurance applies.

Insured event: An occurrence which, pursuant to the insurance contract, may give rise to payment of benefits.

Insurance certificate: The company's confirmation that an insurance contract has been concluded.

Beneficiary: The person designated by the policyholder in the insurance contract who is entitled to receive the sum insured after an insured event has occurred.

Main due date: The main due date of the insurance is once a year and is the first day of the month in which the insurance originally came into effect, unless otherwise agreed.

Risk assessment procedures: The company follows specific risk assessment procedures for personal insurance, both its own procedures and the detailed procedures of its reinsurer at any given time. Information is available on the company's website.

Financial Supervisory Authority: The public supervisory authority that oversees the operations of insurance companies in Iceland, pursuant to Act no. 100/2016 on Insurance Activities.

Permanent medical disability: An accident has resulted in a permanent reduction in the physical capacity of the insured as a consequence of the insured event.

Accident: A sudden, external event that causes bodily injury to the insured and occurs against their will.

Art. 1. Introduction

This insurance is an accident and death risk insurance. The basis of the insurance contract is these policy terms, the information on the insurance application, and other documents related to the contract, both at the time of its original conclusion and subsequently.

The insurance is governed by the insurance certificate together with its endorsements and special terms, these policy terms, the company's general terms no. AS-1, and the provisions of the Insurance Contracts Act no. 30/2004. Provisions in the general terms take precedence over provisions in these terms where there is any conflict.

Art. 2. Commencement and term of insurance

2.1 The company may request updated risk information in connection with renewal of the insurance.

2.2 The insurance is valid from the date of issue stated on the insurance certificate and renews annually until the time specified on the insurance certificate, but no longer than until the insured reaches the age of 65. The company does not insure individuals under the age of 18 under this insurance.

2.3 The insurance covers losses arising from an accident suffered by the insured that occurs after the insurance comes into effect.

2.4 The insurance therefore does not cover losses or disability attributable to accidents that occurred after the insurance lapsed or before it came into effect.

Art. 3. Where the insurance applies

3.1 The insurance applies in the Nordic countries. However, the insurance applies for up to one year if the insured moves away from the Nordic countries. Any change in the insured's place of residence must be notified in writing.

3.2 If the insured fails to notify such a change, the company's liability may lapse pursuant to the provisions of Act no. 30/2004.

Art. 4. Sum insured

4.1 The sum insured is chosen on the insurance application and is stated on the certificate and in the renewal letter.

4.2 A claim for benefits falls due 14 days after sufficient documentation of the company's liability has been received and the benefit amount can be determined. The company reserves the right to obtain the necessary and sufficient documentation before benefits are determined and paid. The insured is entitled to interest on their claim pursuant to Art. 123 of Act no. 30/2004.

Art. 5. What the insurance covers

The insurance pays:

- disability benefits for permanent medical disability caused by accident
- death benefit for accident

Art. 6. Disability benefits for permanent medical disability

6.1 Permanent medical disability shall be assessed once stability has been reached and no further recovery of the insured from the accident is to be expected.

6.2 Disability shall be assessed as a percentage in accordance with the Disability Assessment Committee's impairment tables in force at the time the assessment is carried out. In determining the disability, no account shall be taken of the insured's occupation, special abilities, or social status.

6.3 If an injury or condition is not listed in the Disability Assessment Committee's impairment tables, it shall be assessed separately with reference to the tables.

6.4 If the insured's permanent medical disability reaches 70% pursuant to an assessment under Arts. 6.1–6.3, the full sum insured is paid. The sum insured in force on the date of the accident shall be used as the basis. If the disability level is below 70%, no disability benefits are paid.

6.5 Entitlement to benefits for permanent medical disability arises when an accident has caused a permanent reduction in the insured's physical capacity and their condition has stabilised. In cases of permanent medical disability, the right to payment of disability benefits arises at the earliest 12 months after the accident occurred and a disability assessment confirming permanent consequences must be available.

6.6 The disability assessment may be deferred for as long as necessary according to medical experience or due to existing rehabilitation prospects, but for no longer than 2 years from the loss event.

6.7 If the insured dies before the right to benefits for permanent medical disability has arisen, no disability benefits are paid.

6.8 Upon payment of benefits for permanent medical disability, the insurance lapses.

Art. 7. Death benefit

7.1 Death benefits are paid only if the accident is the direct cause of the insured's death.

7.2 Entitlement to payment of the death benefit is governed by the insurance contract and the provisions of Chapter XV of Act no. 30/2004 on Insurance Contracts.

7.3 Upon payment of the death benefit under this article, the insurance lapses.

Art. 8. Limitations on entitlement to benefits

8.1 The insurance does not cover consequences arising from:

- accidents suffered by the insured in self-help, during participation in criminal conduct, under the influence of anaesthetic and/or narcotic substances, or while intoxicated, unless it is proven that there was no connection between such a condition and the accident
- accidents occurring in mountaineering, abseiling, boxing, wrestling and combat sports, motor sports, parachuting, and scuba diving
- accidents occurring as a result of deliberate conduct, intent, or gross negligence by the insured

8.2 The company bears no liability for suicide or attempted suicide attributable to mental illness.

Art. 9. Increase in sum insured and premium

The sum insured stated on the certificate increases by 5% on the main due date each year. The premium changes in line with the change in the sum insured.

These terms are valid from 01.01.2019